

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT is entered into 23rd December, 2002, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The state is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to jointly participate in the design and construction of improvements to a portion of SR-89A in the City (the "Project"). The State will participate in funding the improvements in a total amount not to exceed \$1,741,350.00 and the City will design and construct the SR-89A improvements. This portion of SR-89A will be abandoned back to the City upon award of the construction contract.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25705
Filed with the Secretary of State
Date Filed: 12/23/02

Petrey Gayles
Secretary of State

By: Tim J. Huenevald

II. SCOPE OF WORK

1. The State will:

a. Upon Transportation Board approval, program an amount up to \$250,000.00 (TRACS No. H569401C) during State fiscal year 2003, for design of the City's improvements to SR-89A.

b. Upon award of the City's design contract and upon receipt of an invoice from the City, remit to the City, an amount not to exceed \$250,000.00, for design of the City's SR-89A improvement project.

c. Upon Transportation Board approval, program the remaining amount, estimated at \$1,491,350.00 (TRACS No. H569401C) during State fiscal year 2004 for construction of the City's improvements to SR-89A.

d. Upon award of the City's construction contract and upon receipt of an invoice from the City, remit to the City a total amount not to exceed \$1,741,350, minus the total design funds paid to the City under Section II, subparagraph 1.b. above, for improvements to SR-89A,

e. Following the transfer of funds as shown in II.1.d. herein, and upon the Transportation Board approval, abandon ownership jurisdiction and maintenance responsibility for a portion of SR-89A with appurtenant easements (including the two existing traffic signals), from milepost 374.20 to milepost 374.84 (see "Exhibit A" attached).

2. The City will:

a. Upon Transportation Board approval of funds for design of improvements to SR-89A and award of the City's design contract, invoice the State an amount up to \$250,000.00, for the direct actual cost of the Project design. Administer same and make all payments to the consultant(s). Be responsible for any consultant claims for extra compensation attributable to the City.

b. Upon Transportation Board approval of funds for construction of improvements to SR-89A and award of the City's construction contract, invoice the State a total amount not to exceed \$1,741,350, minus the designs funds paid to the City under Section II, subparagraph 1.b. above, for the direct actual cost of the Project construction.

c. Waive the four-year advance notification requirements and the pavement requirement of Arizona Revised Statute 28-7209.

d. Upon approval and by Resolution of the State Transportation Board, accept ownership jurisdiction and maintenance responsibility for a portion of SR-89A with appurtenant easements (including the two existing traffic signals), from milepost 374.20 to milepost 374.84 (see "Exhibit A" attached).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and abandonment; except any provisions herein for maintenance, which shall be perpetual, provided, however, that this agreement may be cancelled at any time prior to the design cost payment to the City, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Sedona
City Manager
102 Roadrunner Drive
Sedona, AZ 86336

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SEDONA

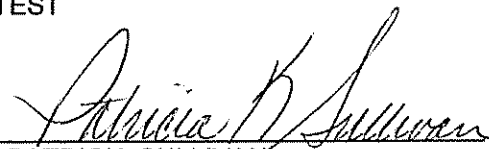
STATE OF ARIZONA

Department of Transportation

By 
DICK ELLIS
Mayor

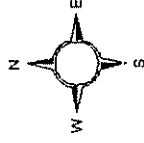
By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST

By 
PATRICIA SULLIVAN
City Clerk

Parcel Information

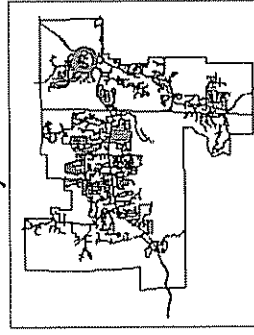
Uptown Turnback of
Highway 89A



1 inch = 400 feet

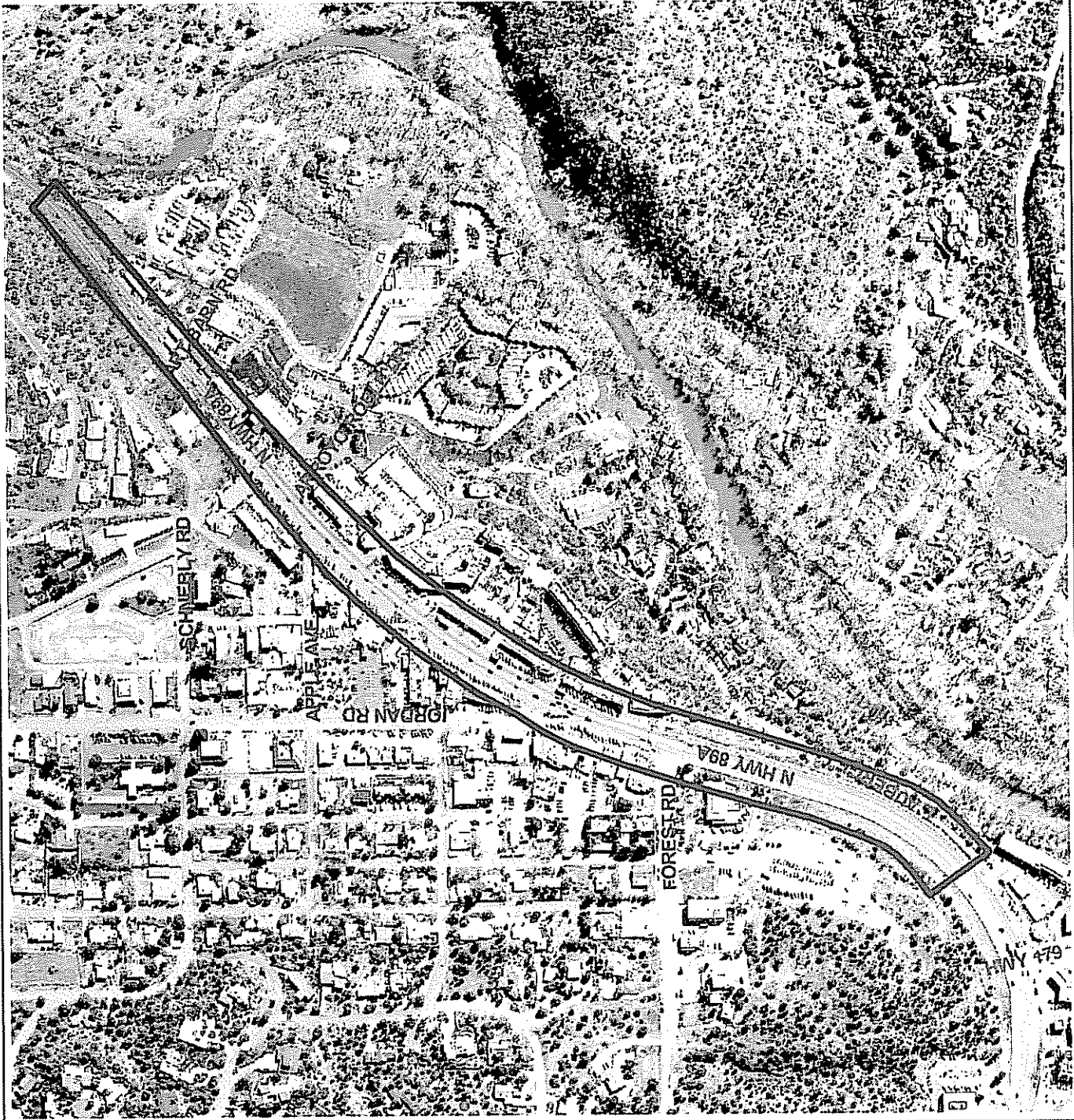
200 0 200 Feet

City Index



This map has been provided for informational purposes only and is not necessarily engineering accuracy. Every effort has been made to ensure this map is as accurate as possible. The City of Sedona shall assume no liability for the information contained on this map. Topographic information used is from 1980 and is not updated.

City of Sedona
IS Division
102 Redrunner Drive
Sedona, Arizona 86335
(928) 204-7200
sedona@cityofsedona.net
<http://www.cityofsedona.net/gis.htm>
arcview/ky/carcip/2 apr 97/02002



RESOLUTION NO. 2002 -28

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING THE FUNDING OF IMPROVEMENTS AND ULTIMATE ABANDONMENT TO THE CITY OF CERTAIN PORTIONS OF STATE ROUTE 89A FROM MILEPOST 374.20 TO MILEPOST 374.84 AND PROVIDING AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS:

The Arizona Department of Transportation and the City of Sedona, have engaged in negotiations for the "turn back" or abandonment to the City of a certain portion of State Route 89A comprising essentially that portion of highway going through what is traditionally known as the "Uptown" area, and which is more specifically described as that portion of highway between mileposts 374.20 and 374.84, and

In conjunction with this abandonment, the Arizona Department of Transportation is willing to fund improvements to this portion of highway in the amount of \$150,000.00 for design and \$1,591,350 for construction, and

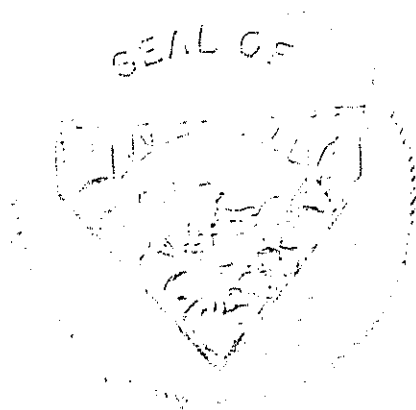
To effectuate the entire agreement between the parties, an intergovernmental agreement setting forth all the terms and conditions of the proposed turn back has been drafted.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Arizona Department of Transportation concerning the funding of improvements and ultimate abandonment to the City of certain portions of State Route 89A from milepost 374.20 to milepost 374.84.

The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

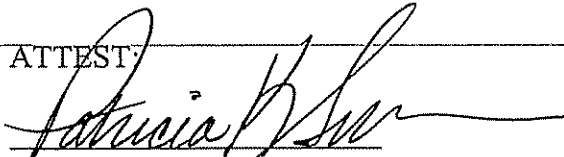
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this
8th day of October, 2002.



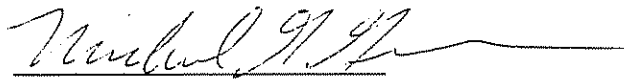


Dick Ellis, Mayor

ATTEST:


Pat Sullivan, City Clerk

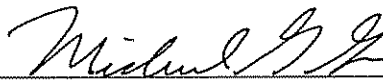
APPROVED AS TO FORM:


City Attorney

APPROVAL OF THE CITY OF SEDONA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 25 day of NOVEMBER, 2002.



Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1563TRN (JPA 02-132), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 12, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.